

# Mentors for Women Ltd

## Terms and Conditions of Service

### 1. The Service

- 1.1. Mentors for Women Ltd (MfW) is a subscription-based service which provides paid for mentoring services to its members.
- 1.2. Members must be at least 18 years old.
- 1.3. Members have full access to the MfW Website, (MentorsforWomen.com, known as the Website) and may search for and engage with mentors.
- 1.4. Mentor training and mentoring events are provided for members at preferential rates. See the Website for information under Events.
- 1.5. Non-members may attend training and mentoring events at the standard rate. See the Website for information under Events.
- 1.6. Members have access to all areas of The Website.
- 1.7. Non-members may have limited access to The Website
- 1.8. MfW operates according to a Code of Ethics which is to be found on The Website under "Policies".

### 2. Intellectual Property

- 2.1. The Website and its original content features and functionality, together with the Mentors for Women Membership System, are and remain the exclusive property of MfW. The Service is protected by copyright, and other laws of both the United Kingdom and other countries. Our registered trademarks and trade dress may not be used in connection with any product or service without our prior agreement and licence.

### 3. Annual Membership Fees ("Subscription(s)")

- 3.1. The Service is billed by Subscription. You will be billed annually in advance ("Billing Cycle").
- 3.2. At the end of each Billing Cycle, you will receive a reminder that your Subscription will renew automatically under the same conditions unless either you or we choose to cancel it. You may cancel by writing to #subscriptions@mentorsforwomen.com
- 3.3. A valid payment method, via PayPal, is required to process payment for your Subscription.
- 3.4. Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you may proceed manually, within a deadline date, with the full payment corresponding to the billing period as indicated on the invoice.
- 3.5. Subscriptions are inclusive of VAT at the going rate.

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#### 4. Fee Changes

- 4.1. At our sole discretion and at any time, we may modify Subscription Fees. Any change will become effective from the end of a current Billing Cycle and will be set out in your renewal notice issued no later than 28 days before renewal. Subscription fee changes will be clearly stated on our Website.

#### 5. Your Account

- 5.1. When you create an account with us, you must provide accurate, complete, and current information, as up to date as appropriate. Failure to do so constitutes a breach of these Terms and Conditions, which may result in termination of your account.
- 5.2. You are responsible for safeguarding the password used to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party password service.
- 5.3. You agree not to disclose your password to any other party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.
- 5.4. You may not use as a username the name of another person or entity or one which is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name considered offensive, vulgar or obscene by MfW. You expressly agree that MfW is not liable for any loss or damage arising out of any misrepresentations you make in this regard.

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## 6. Finding a Mentor

- 6.1. To provide the best possible mentoring experience, MfW provide advice and guidance on The Website on how to select of a mentor and how to get the most out of a mentoring relationship.
- 6.2. Members are expected to watch the “Introduction to Mentoring” Webinar which can be found in the “Events” area of our Website. It provides introductory guidance on mentoring and being mentored.
- 6.3. Members have access to a pool of mentors, which can be searched for based on sector and skill. From this selection of Mentors, members will be able to view more detailed information about each Mentor.
- 6.4. It is essential that all members keep their profile information up to date,(see 5.1 ) including the current “Mentoring Need”. Members must provide enough personal detail in their profile to give potential mentees and mentors some insight into their personality to aid the matching process.
- 6.5. A member may select up to three mentors for an initial engagement.
- 6.6. Emails will be sent to the selected mentors and, subject to availability they will contact the mentee to arrange a free 15-minute conversation, known as the “Short Meeting”.
- 6.7. Should none of the selected mentors be appropriate, the member may reject all three and start the process again.
- 6.8. On rejection of a mentor, feedback is required as to why the mentor was considered unsuitable.
- 6.9. Objective two-way feedback is an essential part of the process in every relationship, to aid both parties in their future mentoring relationships. Feedback will be monitored by MfW to ensure service quality, improvements, and development.
- 6.10. The use of inappropriate and/or abusive language in feedback will not be tolerated and could lead to termination of membership and forfeiture of Subscription.
- 6.11. Feedback Data is confidential and not available to other members.
- 6.12. Once a member has chosen a mentor, they will deselect the other potential mentors, providing appropriate feedback as per 6.8.
- 6.13. Upon selection of the chosen Mentor, a start date must be entered and the fee for three sessions must be paid. Mentoring fees are outlined on the Website, the fee for each Mentor is held on their individual profile.

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#### 7. Mentoring Fees

- 7.1. Mentoring fees are payable in advance for three mentoring sessions.
- 7.2. Each mentor has a fee rate agreed based on their qualifications and experience.
- 7.3. Mentoring fees are held in a MfW client account and paid to the mentor upon completion of each session.
- 7.4. The member must keep a record of meetings and record completion in the MfW membership system, to ensure the Mentor is efficiently remunerated.
- 7.5. MfW takes a percentage of the fee for administration.
- 7.6. Where a mentor does not wish to be paid for their services, their proportion of the fee are transferred to the Mentors for Women Trust Fund. See 12.4
- 7.7. Corporate and SME organisations, (“Organisations”), pay an average fee rate, for three sessions per member per annum.
- 7.8. Corporate and SME members are not personally required to pay for mentoring services, as those fees are included in the set-up costs for their own Organisation.
- 7.9. Organisations will meet quarterly with their MfW Account Manager, to review the quarterly report on sessions and charges. Where charges exceed those paid, due to the averaging of Mentors fees, an additional invoice for the balance will be raised. Any excess of fees paid will be carried forward to the next quarter.
- 7.10. Mentoring Fees are inclusive of VAT at the going rate in the UK.

#### 8. Mentoring Relationships

- 8.1. It is assumed that most meetings will take place over the Internet, by means most appropriate to both parties, agreed at the outset and documented in the contract.
- 8.2. Mentors will take appropriate action to ensure that meetings are held confidential environment where they takes place over the Internet. Advice and Guidance is available on the Website.
- 8.3. Physical meetings may take place, if both parties agree, but each party will be responsible for their own travel costs and disbursements.
- 8.4. Mentor and mentee will agree a contract for their relationship based on the example contract MfW\_Mentoring\_Contract.doc held on the Website under Tools. The mentoring contract shall be agreed before the first paid for mentoring session.
- 8.5. The mentor and mentee should action an “exchange of contract” prior to the initial Short Meeting, Any changes required should be stated and considered prior to the Short Meeting, in order to be able to agree them quickly at that meeting.
- 8.6. Mentees entering a mentoring relationship should consider and document clear SMART objectives for the mentoring (Specific, Measurable, Actionable, Relevant, Time-bound). The objectives must be agreed with the mentor, and regularly reviewed. The objectives and the outcome of the objectives must be documented in the MfW application.
- 8.7. Mentors will have the ability to view the record of the relationship as kept by the Mentee. Should the Mentor believe that it is not a true representation of the relationship and the process they must report the matter to their Mentor Manager.

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### 9. Confidentiality

- 9.1. Both parties in a mentoring relationship shall respect the confidentiality of the other party. No additional information about the parties may be stored electronically anywhere or shared with anyone.
- 9.2. Neither Mentor nor Mentee shall discuss any detail of their mentoring relationship with any third party.
- 9.3. All meetings must be logged in the MfW application, together with objectives and the outcome of those objectives.

### 10. Becoming a Mentor

- 10.1. Members may apply to become a mentor, through the member certification process, which can be found on the “Apply to be a Mentor” tab of “My Account”.
- 10.2. Prospective Mentors must attend the free “timetabled webinars” on the Website under Events. There is a short questionnaire at the end of each webinar which must be completed, and the pass mark attained.
- 10.3. Prospective Mentors must complete their details on the “Apply to be a Mentor” tab, and upload a CV, no more than 2 pages long in PDF form.
- 10.4. Prospective Mentors must apply personally for DBS if they wish to mentor anyone considered to be vulnerable. They must upload a copy of their DBS certification to the Website. Details of how to apply are on the Website under Becoming a Mentor
- 10.5. Prospective Mentors may choose to take out their own professional indemnity insurance, rather than be covered by the MfW policy.
- 10.6. Once documentation and training are complete, Prospective Mentors will have a one to one meeting with a Mentor Manager, to discuss their experience and agree an hourly rate, and a start date.
- 10.7. Mentors may put their profile “on hold” anytime, should they not wish to have any enquiries.
- 10.8. From time to time MfW provides mentors with the feedback from potential mentees. MfW will work with mentors to improve their profile and recommend strategies to improve their chances of being selected.
- 10.9. MfW Mentors may not approach any member, individual or organisation attached, affiliated or in contact with MfW, with a view to mentoring them privately.
- 10.10. MfW recognises that some mentors may already have their own mentoring organisations but will not tolerate their using MfW to garner contacts to compete for business.
- 10.11. Any Mentor found in breach of MfW Terms and Conditions may have their membership terminated forthwith and forfeit their Subscriptions
- 10.12. Should a Member approach a Mentor directly with a view to beginning or continuing a mentoring relationship privately, the Mentor must refuse. Should both parties contract separately then their membership will be terminated, without notice and forfeiting their Subscriptions.
- 10.13. By agreeing to these Terms and Conditions members whose memberships have ended agree to a non-compete clause for a period of one year. MfW reserves the right to take legal action against any ex-member found to be contacting members with a view to providing a mentoring service.

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#### **11. Training**

- 11.1. MfW provides free webinars to its members as introductory training.
- 11.2. MfW provides chargeable Experiential Workshops and Networking opportunities, online and in person. These can be found in the Events Calendar on the Website. Members can purchase these Workshops at a discounted price.
- 11.3. Non-members may participate in MfW events at the full event price.

#### **12. Helga Laura Women's Foundation**

- 12.1. Mentors for Women Ltd has created and supports a charitable foundation, The Helga Laura Women's Foundation, ("the HLW Foundation").
- 12.2. the HLW Foundation is a registered Charity.
- 12.3. A proportion of annual profits will be agreed at the AGM and transferred to the the HLW Foundation.
- 12.4. Fees Waived by Mentors will be transferred to the HLW Foundation.
- 12.5. Donations received will be transferred to the HLW Foundation.
- 12.6. The HLW Foundation may be topped up or funded in ways not yet envisaged, including but not limited to specific fund-raising activities.
- 12.7. Funds in the HLW Foundation will be available to:
- 12.8. Support women with funds for mentoring and.
- 12.9. For the implementation of women-centric projects for the education, support, and advancement of women's objectives
- 12.10. Details of the HLW Foundation and how to apply for support are on the MFWWebsite

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### 13. Arts Corner

- 13.1. MfW hosts an Art Corner on their Website.
- 13.2. Art encompasses such items as Art works, Poetry, Music, Drama, and Writing.
- 13.3. Members can apply for one item of their Artwork to be hosted free of charge for a minimum period of one week.
- 13.4. One item is defined as but not limited to:
- 13.5. One image of a Painting.
- 13.6. One image of a Drawing.
- 13.7. One image of a piece of Sculpture.
- 13.8. One Poem.
- 13.9. One Piece of Music as a film or playable digital format.
- 13.10. One Drama excerpt, in words or on film.
- 13.11. One Film excerpt, in words or on film.
- 13.12. One excerpt from a piece of writing.
- 13.13. All Pieces should be accompanied by a brief resume of the artist, and may include details of a forthcoming event, such as but not limited to an exhibition, play, concert, reading, book ,film or play review. The word limit for the resume together with details of how to apply are on the Website.
- 13.14. All applications for items to be hosted will be through a form available on the Website.
- 13.15. MfW reserves the right to extend the period of hosting or the range of works.
- 13.16. MfW cannot provide unlimited hosting space.
- 13.17. MfW reserves the right to refuse applications without the need to provide justification to unsuccessful applicants.
- 13.18. MfW does not purport to be a specialist in Arts and provides this service with a view sharing the work of its members for the enjoyment of other members and free advertising of members personal events.
- 13.19. MfW reserves the right in the future to make a charge for Non-Members to advertise events on the Arts Corner.

### 14. Articles and Stories

- 14.1. MfW has the ability and intention to publish articles, reminiscences and personal stories submitted by members.
- 14.2. MfW is not liable in any way for the content of any such articles or stories should they prove to be incorrect at or after publication.
- 14.3. MfW reserves the right to refuse to publish any article or story submitted and without providing any reason for feedback.

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**15. Advertising**

- 15.1. MfW shall host appropriate paid advertising on its Website.
- 15.2. Companies or individuals placing advertising, (“the Customer”), will be subject to an individual agreement to provide the service.
- 15.3. MfW does not make any guarantee in relation to service uptime or provide any service levels for the resolution of Incidents related to a failure in the service.
- 15.4. MfW has the right and option to approve, in its absolute discretion, the content of any advertising material submitted by the Customer.
- 15.5. Should MfW find that the advertising is objectionable to MfW in any way, contains false or misleading information, contains illegal information, contains vulgar or pornographic items, as defined by MfW or for any other reason MfW may remove the advertising at its sole discretion, but will notify the Customer. Even after the MfW acceptance MfW has the right to remove it if it does not function correctly or for any of the reasons described above. MfW placing the advertising on its page does not signify its approval or waive the right to object to it at a future time.
- 15.6. MfW reserves the right to terminate the Agreement, see 15.2 if MfW remove or fail to approve any material the Customer submits in which case any prepaid advertising fee shall be returned to Customer. The Customer will no recourse to damages or other remedies, in law or in equity against MfW for failing to place or removing any advertising except for the return of any unused prepaid advertising fees.
- 15.7. The Customer may make changes to its material which MfW must also approve. MfW will charge a fee at its standard fee schedule rate for making changes to the Customer advertising materials on MfW’ s site. (The Customer will provide MfW with all changed materials that Customer desires to integrate.) MfW will use reasonable efforts to make the changes the Customer submits within 10 working days after MfW approve the same.
- 15.8. Full Terms and Conditions will be the subject of an individual Agreement for Internet Advertising Services with each Customer.

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### 16. Events

- 16.1. MfW hosts a variety of training events and other opportunities for learning and networking.
- 16.2. Payment Policy
- 16.3. Payment is due in full at time of registration, or within 14 days of invoice.
- 16.4. Registration will be confirmed on receipt of payment and a receipt issued
- 16.5. Admission to the event will be refused if payment has not been received.
- 16.6. Non-payment or non-attendance does not constitute a cancellation.
- 16.7. MfW Substitution Policy
- 16.8. Delegates may be substituted up to fourteen (14) days prior to the event on receipt of change of details submitted in writing to MfW
- 16.9. Such Substitutions between fourteen (14) days and the date of the event will be allowed subject to an administration fee of 10% of the registration fee already paid.
- 16.10. MfW Cancellation Policy
- 16.11. Refunds are issued in the case of cancellations received in writing from the delegate 21 days prior to the event.
- 16.12. Where a cancellation is received in writing less than 21 days prior to the event a 75% refund will be issued.
- 16.13. For cancellations received 7 days or less prior to an event no refund can issued, but a substitution may be made as per 16.9. or a credit note issued for 75% of the value of the event at the sole discretion of MfW.
- 16.14. In the event that MfW postpones an event, delegate payments for the postponed event will be credited towards the rescheduled event. However a delegate may apply in writing for a full refund where the delegate is unable to attend on the new date.
- 16.15. In the unlikely event that MfW cancels or otherwise postpones an event at short notice, MfW is not responsible for travel, accommodation or other costs incurred by clients.
- 16.16. MfW is not responsible for any loss or damage because of substitution, alteration or cancellation or postponement of an event. MfW shall assume no liability whatsoever should an event be cancelled, rescheduled, or postponed due to a fortuitous event, Act of God, unforeseen occurrence, or any other event that renders performance of this event impracticable or impossible. For purposes of this clause, a force majeure shall include, but not be limited to fire, war, labour strike, pandemic, significant weather conditions or major emergency.
- 16.17. Speakers and topics will be confirmed at the time of publishing. However, circumstances beyond the control of MfW may require substitutions, alterations, or cancellations of the speakers and/or topics. As such, MfW reserves the right to alter or modify the advertised speakers and/or topics. Any changes will be notified on the Website and by email.

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#### 17. Changes

- 17.1. We reserve the right, at our sole discretion, to modify or replace these Service Terms and Conditions at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new Terms and Conditions taking effect. What constitutes a material change will be determined at our sole discretion.
- 17.2. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised Terms and Conditions. If you do not agree to the new Terms and Conditions, you must stop using the service

#### 18. Limitation of Liability

- 18.1. In no event shall we, nor our directors, employees, partners, licensors, licences, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

#### 19. Disclaimer

- 19.1. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.
- 19.2. We and our subsidiaries, affiliates, and our licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

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## 20. Exclusions

- 20.1. Without limiting the generality of the foregoing and notwithstanding any other provision of these Terms and Conditions, under no circumstances will we ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms and Conditions, the subject matter of these Terms and Conditions, the termination of these Terms and Conditions or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by us or any person for whom we might be responsible, and even if we have been advised of the possibility of such loss or damage being incurred.

## 21. Governing Law

- 21.1. These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.
- 21.2. Our failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of those rights. If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court, the remaining provisions of these Terms and Conditions will remain in effect. These Terms and Conditions constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have between us regarding the Service.